LIBER 727 PAGE 147 BOOK 33

less; and being Lot No. 10 as shown on an unrecorded Plat of Valley View Estates, Section I, prepared for J. Wilmer House and Margaret H. House by John Allen Diven, Civil Engineer and Land Surveyor.

Being part of the same real estate conveyed unto Robert W. Stup and B. Lorraine Stup, his wife, by J. Wilmer House, et ux, by deed dated March 12, 1965 and recorded in Liber No. 720, folio 110, one of the Land Records of Frederick County, Maryland.

Being all and the same real estate described and conveyed in a deed from Robert W. Stup and B. Lorraine Stup, his wife, to John I. Stely and Margaret L. Stely, his wife, bearing date May 24, 1965, and intended to be recorded among the Land Records of Frederick County, Maryland, immediately prior hereto or simultaneously herewith.

TOGETHER with all the buildings and improvements thereon and all the rights, ways, roads, waters, privileges and appurtenances thereto belonging or in anywise appertaining. SUBJECT, however, to the restrictions, limitations, covenants and conditions more particularly described in a deed from Robert W. Stup and B. Lorraine Stup, his wife, unto the mortgagors herein, dated and recorded as aforesaid.

TO HAVE AND TO HOLD the above described piece_ or parcel_ of land and premises unto and to the proper use and benefit of said mortgagee S, their heirs, successors and assigns, forever, in fee simple.

PROVIDED, if the said mortgagor S, their heirs, successors or assigns, shall pay to the said mortgagee S, or order, the <u>promissory note</u> aforesaid at maturity and the interest thereon, or shall pay any renewal thereof when such renewal note shall mature and be payable and the interest thereon, and keep all the covenants herein on the part of the said mortgagor S agreed to be performed, then this mortgage shall be void.

AND PROVIDED, until default be made in the payment of the <u>promissory note</u> aforesaid at maturity, and the interest thereon, or of any renewal thereof when such renewal shall mature and be payable, and the interest thereon, or until default be made in any covenant herein contained, the said mortgagors shall possess the mortgaged premises as of <u>their</u> present estate therein.

AND THE said mortgagors for themselves, their personal representatives, heirs, successors and assigns, do expressly covenant and agree with the said mortgagee S;

THAT they will pay the indebtedness as hereinbefore provided;

IREA TO PARTY AC